



State of Wisconsin

LEGISLATIVE REFERENCE BUREAU

RESEARCH APPENDIX - **PLEASE DO NOT REMOVE FROM DRAFTING FILE**

Requested Material Be Added to File: 07/19/2005 (Per: RAC)



Appendix – Part 04 of 10

☞ Attached materials added to the drafting files of

Senate Bills 261, 262, 263, and 264

☞ The attached 2005 draft was incorporated into the new 2005 draft listed above. For research purposes, this cover sheet and the attached drafting file were copied, and added, as a appendix, to the new 2005 drafting file. If introduced this section will be scanned and added, as a separate appendix, to the electronic drafting file folder.

☞ This cover sheet was added to rear of the original 2005 drafting file. The drafting file was then returned, intact, to its folder and filed.

SECTION 11: Priority of Article VII and Article VIII Rights

8/11/1 When a permanent vacancy occurs and more than one employee is otherwise eligible to fill the vacancy pursuant to the terms and limitations of Article VII and Article VIII of this Agreement, the vacancy shall be filled in accordance with the priorities set forth by the following categories, with transfer under VII, Section 1 accorded the highest priority of all.

A. Transfer within the employing unit (7/1).

B. Restoration within employing unit by seniority (8/6/2) and bumping to a vacancy (8/5/3/A).
Within this category the most senior employee will fill the vacancy.

C. Transfer between employing units of the ~~department~~ agency/university-campus (7/3/A).

D. Employees who seek voluntary demotion in lieu of layoff under 8/5/3/B, ~~shall be given equal consideration at each level of the process along with the other certified candidates for the vacancy provided they meet the qualifications.~~

E. Restoration within the agency/university-campus by seniority (8/6/3).

F. Restoration between agency/university-campus by seniority (8/6/2).

EG. Reinstatement ~~between~~ within the department agency/university-campus (8/8/42) with equal consideration along with the other certified candidates for the vacancy provided they meet the qualifications.

FH. Reinstatement between ~~department~~ agencies/university-campus (8/8/42). ~~Employees who seek reinstatement to other departments under 8/8/1 shall be given with~~ equal consideration at each level of the process along with the other certified candidates for the vacancy provided they meet the qualifications.

GI. ~~After the above categories have been exhausted, the Employer may fill the position in~~ accordance with other provisions of the Agreement and Wisconsin Statutes.

8/11/2 When there is mutual agreement between the Employer and the local Union and Council 24, restoration may supersede transfers under Article VII, Section 1, and all other lower categories.

SECTION 12: Definition of Permanent Vacancy

8/12/1 For purposes of this Article, a permanent vacancy is created:

A. when the Employer decides to fill a new position, or
B. when any of the following personnel transactions take place and the Employer decides to replace the previous incumbent:

1. Termination,
2. Transfer,
3. Promotion,
4. Demotion,
5. Resignation,
6. Retirement.

SECTION 13: Relocation Expenses

8/13/1 When the Employer determines that it would be necessary for an employee who is transferring in lieu of layoff, voluntarily demoting in lieu of layoff or bumping to a vacancy, to change the location of his/her residence, the Employer shall pay only those expenses of the type and amounts, and subject to the limitations, set forth in s. 20.917, Wis. Stats.

8/13/2 When the Employer determines that it is necessary for an employee who is transferring or voluntarily demoting to a vacancy as a result of receiving an at risk notice under 8/2/1, to change the location of his/her residence, the Employer may pay only those expenses of the type and amount, and subject to the limitations, set forth in s. 20.917, Wis. Stats.

SECTION 14: Layoff Benefits

8/14/1 Upon written request of an employee, accumulated unused sick leave shall, including any supplemental health insurance conversion credits available under 12/4/3, at the time of permanent layoff (other than temporary, school year, seasonal or sessional layoff), be converted to cash at the employee's current-highest base pay rate while in state service for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off

employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment, whichever occurs first. Acceptance of "other employment" is defined as employment which would offer a comparable health insurance plan or policy. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1), Wis. Stats. At the time of reinstatement or restoration, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

8/14/2 The Employer agrees that employee(s) on temporary layoff under 8/1/1/A, or reduced hours under 8/4/1, shall continue to earn vacation, sick leave and length of service credits during each temporary layoff and/or hours reduction conducted by the Employer during the term of the Agreement.

8/14/3 Additionally, the Employer agrees to continue its payment for Health Insurance pursuant to Article XIII, Section 1 for employee(s) on temporary layoff or reduced hours.

SECTION 15: Layoff Assistance

8/15/1 With the approval of the Appointing Authority, an employee who has received written notice from the Appointing Authority of being at risk of layoff or who has received a notice of layoff shall be granted one or more of the following:

- A. Time off without loss of pay to attend job training;
- B. Assistance or training in the preparation of a resume;
- C. Up to eighty (80) hours time without loss of pay for job search activities, including interviews and examinations in addition to the time specified in 13/7/1;
- D. Unpaid leave of absence for interviews, examinations, and other job search activities;
- E. Use of office equipment and supplies where available.

For job search activities which require the employee to be absent from the work site, the employee shall give the Employer at least five (5) workdays notice, where possible.

This provision will be reviewed and may be extended by mutual agreement in the next set of negotiations.

8/15/2 While the Employee Referral Service (ERS) is operational, upon approval of his/her supervisor, an employee who has received written notice from the appointing authority of being at risk of layoff or has received a notice of layoff shall be allowed once during each seven (7) day period to access the ERS, without loss of pay, or provided information from the ERS. It is recognized that access to the ERS may take the employee more time than normally expected; therefore, upon approval of the supervisor, more access time may be granted depending on individual circumstances.

This provision will be reviewed and may be extended by mutual agreement in the next set of negotiations

ARTICLE IX

HEALTH AND SAFETY

SECTION 0: Assignments

9/0/1 An employee shall not be assigned to any task abnormally dangerous at the employee's place of employment.

SECTION 1: First Aid Equipment and Training

9/1/1 It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems. Adequate first aid equipment shall be provided at appropriate locations.

9/1/2 In an emergency situation, which results from serious illness or injury at work, the Employer will furnish transportation for the affected employee to the appropriate medical facility. If the employee is released from the medical facility on the same day that he/she is admitted, the Employer agrees to provide one of the following: transportation, reimbursement of the cost of public transportation, when approved by the Employer, back to the work site or the employee's home as determined by the attending medical authority, or reimbursement of mileage to the employee in accordance with Article XIII, Section 17.

9/1/3 Both the Employer and the Union recognize the benefits of training in lifesaving techniques such as first aid and CPR. In an effort to provide this training to its employees, the Employer will allow mutually selected employees to attend first aid and CPR instructor training with no loss of pay. Once these in-house instructors have been trained, the scheduling of employee training without loss of pay will be by mutual agreement at local labor-management meetings. The appropriate local Unions will be notified of any such scheduled training in writing by the Employer.

9/1/4 Employees may be released to attend CPR training classes without loss of pay. The Employer reserves the right to restrict, for operational needs, the number of employees who may attend such training sessions at any one time. Employees who receive such training shall be committed to maintaining their certification.

9/1/5 The Employer agrees to provide University of Wisconsin System Protection (Police) and Security Officers ongoing CPR and first aid training required to maintain their certification in this area.

9/1/6 (PSS). The Employer agrees to provide AIDS training for employees classified as Social Workers and Probation and Parole Agents in the Department of Corrections and the Department of Health and Family Services, Bureau of Milwaukee Child Welfare, who volunteer to participate in such training. Such training shall be without loss of pay.

SECTION 2: Tools and Equipment

9/2/1 The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

9/2/2 (SPS, T) In the event a correctional officer, psychiatric care technician, resident care technician or youth counselor reports for work on his/her scheduled shift and is assigned duties which were unanticipated and which result in an outdoor assignment exposing the employee to adverse weather conditions, the Employer shall make available for the duration of the shift outerwear and, if necessary, overshoes from a central supply source.

9/2/3 Payment by the State at the lowest available base rate, for a private telephone service in the residence of employees shall be limited to employees working in the following assignments:

- A. Conservation Wardens,
- B. Probation and Parole Agents, which sunsets when a telephone monitoring system is implemented,
- C. Client Services Assistants,
- D. Correctional employees required to respond to violations of electronic home detention clients.

9/2/4 Attention will be given to ergonomic considerations in the purchase of new equipment.

9/2/5 All sworn and certified Law Enforcement personnel in the employment of the State of Wisconsin will be provided all necessary tools and equipment to effectively and safely carry out the duties of their job.

SECTION 3: Transportation of Tools

9/3/1 The Employer agrees to provide transportation for necessary tools, equipment, materials and supplies which cannot reasonably or safely be transported by hand.

SECTION 4: Protective Clothing

9/4/1 The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce and/or the U.S. Center for Disease Control.

SECTION 5: Confidentiality of Records

9/5/1 To insure strict confidentiality, only authorized employees of the Employer shall process or have access to any employee medical records.

SECTION 6: Buildings

9/6/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the appropriate state agency. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the directions of the appropriate state agency.

SECTION 7: Medical Examination

9/7/1 Whenever the Employer requires an employee to submit to physical examinations, medical tests, including x-rays, or inoculations, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. The Employer agrees to give employees classified as Police Communications Operator a hearing examination once during the period of the Agreement. The Employer will arrange for and pay for the examination and provide a copy of the results of the exam to the employee. Employees will be in pay status for the examination. Employees required to submit to such exams, tests, or inoculations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of inoculations will be considered for reassignment.

SECTION 8: Job-related Exposure to Disease

9/8/1 Under the following conditions, testing for, and treatment of Lyme Disease (a tick bite received while performing assigned job duties), Hepatitis B and C, TB or HIV, will be covered by Worker's Compensation as provided under 13/18/1 of this Agreement:

A. Employees must report a suspected job-related exposure to these diseases to their immediate supervisor. This alleged exposure is to be reported on the Occupational Accident/Illness Report (AD-85/WC-12) Worker's Compensation form and processed according to the procedures in the employee's agency.

B. If, based on a clinical evaluation by a medical doctor, the physician orders a blood test to confirm or rule out the possibility of disease, Worker's Compensation will pay the cost of the test regardless of its results (i.e., positive or negative).

C. Subsequent treatment to address symptoms or prevent complications must be prescribed by the treating physician.

D. A direct causal relationship must be established by the treating physician. The treating physician must relate contraction of the disease to the job by means of written documentation. The employee must obtain copies of the physician's medical notes and the results of any medically-prescribed tests and submit them to the Employer to satisfy this condition.

E. If the above conditions are met, the Employer will make an initial determination that the disease is job-related and will forward the claim to State Risk Management for processing.

9/8/2 Employees shall not handle blood or body fluids, unless they have been trained in safe handling procedures.

SECTION 9: Motor Vehicles

9/9/1 All passenger cars, trucks, truck tractors, buses, or multi-passenger vehicles which have a date of manufacture on or after January 1, 1968, and which are covered by the applicable safety standards of the National Traffic and Motor Vehicle Safety Standards issued by the U.S. Department of Transportation, Federal Highway Safety Bureau, that are provided by the Employer for the use of or operation by the employees covered

by this Agreement shall meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection (as mutually agreed locally) with any deficiencies revealed by the inspection to be corrected by the Employer.

9/9/2 The Employer agrees to equip all University of Wisconsin System vehicles designated as police cars with statutorily mandated equipment.

9/9/3 Probation and Parole Agents shall not be required to use their personal vehicles to transport non-Department of Corrections personnel.

9/9/4 All custody transports of clients by Probation and Parole Agents shall be done in an Employer provided vehicle, utilizing caged vehicles where available. The Employer will make reasonable efforts to secure a caged vehicle for custody transports. This provision does not require the Employer to purchase additional vehicles, but goes to the scheduling of existing caged vehicles.

9/9/5 Whenever possible, the Employer will not require the use of personal vehicles by Probation and Parole Agents.

SECTION 10: Foot Protection

9/10/1 The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer will pay an allowance of fifteen dollars (\$15.00) per year as an expense check payable the first pay period of the calendar year.

9/10/2 (T) Department of Transportation Technical employees shall receive thirty five dollars (\$35.00) as an expense check payable the first pay period following the effective date of this contract, in lieu of the above fifteen dollars (\$15.00) per year reimbursement.

9/10/3 (SPS) Department of Agriculture, Trade and Consumer Protection employees shall receive thirty-five dollars (\$35.00) as an expense check payable the first pay period following the effective date of this contract, in lieu of the above fifteen dollars (\$15.00) per year reimbursement.

9/10/4 (BC, T) Department of Natural Resources employees required to wear approved safety boots/shoes shall receive a payment of thirty five dollars (\$35.00) during the term of the Agreement. Such payment is in lieu of the amount specified in 9/10/1 above and shall be made as an expense check payable following submission by the employee of a Department of Natural Resources Employee Foot Protection Certification form (9100-123).

9/10/4A (T) Department of Natural Resources employees in the Forestry Technician and Forestry Technician-Advanced classifications who are assigned to fire suppression duties and are required to wear safety boots shall receive a payment of forty dollars (\$40.00) during the term of the Agreement. Such payment is in lieu of the amount specified in 9/10/1 and 9/10/4 above and shall be made as an expense check payable following submission by the employee of a Department of Natural Resources Employee Foot Protection Certification Form (9100-123).

9/10/5 (BC) When the Employer determines that an employee needs a second pair of safety shoes within a calendar year due to abnormal wear and tear, the Employer shall review and approve the purchase of an additional pair of shoes and, upon proof of purchase, reimburse to the employee an additional fifteen dollars (\$15.00).

SECTION 11: Safety Inspection

9/11/1 When the appropriate state agency inspects state facilities, a Union official, upon request, will be released without loss of pay to accompany the inspector.

9/11/2 Upon written request for the latest or most current safety inspection of a specific facility, the report will be furnished to the requesting Union official.

SECTION 12: Compliance Limitation

9/12/1 The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

SECTION 13: Department of Commerce Regulations (formerly DILHR)

9/13/1 The provisions of Wis. Admin. Code Comm 32 shall apply to employees covered by this Agreement.

SECTION 14: Joint Committee on Health and Safety

9/14/1 The Employer shall make reasonable provisions for the safety and health of the employees, and the Union will lend its full support and encouragement to the practice of job safety and health by employees. The Employer, the Union and the employees recognize their obligation and/or rights under existing applicable state and federal laws with respect to safety and health matters.

9/14/1A (AS) The Employer shall make a reasonable effort in providing a safe, secure work site. Problems relating to a safe, secure work site may be discussed at local labor-management meetings.

9/14/2 The parties to this Agreement agree to promote efforts being made in the area of improvement of the safety and health of state employees and will extend their mutual support of studies, research, and initiatives whose goal is to achieve an increased awareness of safety and health and a reduction of the safety and health hazards encountered by state employees.

9/14/3 In the event an employee has determined that the task he or she has been assigned is abnormally dangerous, he or she shall inform his or her immediate supervisor in writing on the Abnormally Hazardous Task Report Form. Upon receipt of such written claim by the supervisor, the supervisor shall review the situation with the employee and attempt to resolve the matter. If the matter is not resolved to the mutual satisfaction of the employee and the supervisor, the employee's written claim shall be forwarded to 1) representatives of each of the parties as designated by the local committee; 2) the Joint Committee; and 3) the appointing authority and agency head.

9/14/4 In attempting to resolve the employee claim the supervisor at his or her discretion may attempt to make work place task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may order the employee to perform the task or at the supervisor's discretion assign the affected employee to other available work consistent with the work usually performed by the employee.

9/14/5 If the matter is not resolved to the satisfaction of the employee, and he or she carries out the task, he/she may later file a grievance in accordance with Article IV commencing at Step One. If the employee refuses to perform the task and no alternate assignment is made by the supervisor, the employee may be subject to discipline. Prior to administration of the discipline the circumstances surrounding the abnormally hazardous task disagreement shall be discussed with the local Union and the Employer designated safety representative. If the employee is disciplined, he/she may file a grievance commencing at Step Two of the procedure.

9/14/6 Grievance(s) filed under the above circumstances shall be supplemented by a completed Abnormally Hazardous Task report form. In addition to filing the grievance and form to the designated agency representative, copies should be forwarded to the Joint Committee on Health and Safety.

9/14/7 A statewide Joint Committee on Health and Safety consisting of representatives designated by the Council 24 Health and Safety Committee and representatives of the Employer shall be established (the Committee is to be referred to hereafter as the Joint Committee). Each party will appoint at least one member who has professional training in occupational safety and health. Employer representation on the Joint Committee will be appointed by the ~~Department-Office~~ of State Employment Relations and shall include, but not be limited to, representatives from the University of Wisconsin and the Departments of Health and Family Services, Military Affairs, Transportation and the Office of State Employment Relations.

9/14/8 The Joint Committee shall meet as necessary but not less than quarterly and shall focus its efforts toward the accomplishment of:

A. Increased attention to supervisory , the capability of the supervisor to identify and deal with work place health and safety hazards and access of supervisor to resources and support necessary to increase safety and health capabilities.

B. Increased understanding and awareness on the part of all employees of the safety and health hazards and dangers inherent in the performance of their job and the development of basic safety and health knowledge which will enable employees to recognize circumstances which are abnormally hazardous or dangerous.

C. Increased interaction of safety and health personnel with all employees.

D. Increased coordination of safety and health programs on a statewide basis.

9/14/9 The Joint Committee:

- A. Shall consider recommendations to be made to the ~~Secretary~~Director of the ~~Department~~Office of State Employment Relations related to the creation of a health and safety component to be included in the training programs mandated by s. 230.046(2), Wis. Stats. and provided for in s. 230.046(3), Wis. Stats.
- B. May make requests for data and information from agencies of the State and the Union in order to analyze and determine safety and health problems and/or needs as they affect state employees, including health problems related to ergonomic conditions.
- C. May request the assistance and advice of experts in the field of occupational safety and health, whether or not they are employees of the State.
- D. May make on-site inspections of locations or facilities where state employees are working.
- E. May make reports and/or recommendations to task forces, committees, etc. officially involved in studies, research and/or reviews of the safety and health of state employees.
- F. May make recommendations to the parties to this Agreement as to the interpretation of health and safety provisions as they exist under the terms of the Agreement.
- G. May request reports, information and/or appearances by representatives from the local committees referenced in Article XI, Section 2 of this Agreement.
- H. May make a report to the full bargaining teams of the parties to this Agreement at a time early in negotiations of a successor agreement on the accomplishments of the Joint Committee. Such report may include recommendations for contractual changes to be sought in the successor to this Agreement.
- I. May consider and make recommendations regarding the health and safety of employees not covered by this Agreement and may include representatives of these employees in the activities of the Joint Committee.

J. May attempt to create an outline for a departmental booklet of general safety facts and procedures which can be used for the creation of a health and safety booklet appropriate for distribution to all employees.

K. May design and conduct joint training sessions related to implementing the health and safety provisions of this agreement and/or to increasing the awareness of health and safety on the part of employees. Employees designated by the Joint Committee to attend such training sessions shall do so without loss of pay.

L. May recommend environmental standards for work sites. Guidelines used in developing these standards may include OSHA regulations, D Comm regulations, the Minnesota Heat Standard and other ergonomic studies.

M. May consider issues and make program recommendations to the parties concerning the subject of violence in the workplace.

N. Shall encourage the establishment of Health & Safety committees as appropriate.

O. May designate one member from each bargaining unit to serve on the Joint Labor/Management Newsletter Editorial Board, who shall serve without loss of pay when attending joint meetings of the Board.

9/14/10 In recognition of the fact that accomplishments in the area of safety and health rely on:

A. The mutual commitment of the parties at all levels.

B. Accurate identification of bona fide abnormal health and safety hazards and dangers.

C. Acknowledgment of the nature of historical and current trends and experience regarding health and safety problems.

D. Recognition of the value of employee involvement in health and safety efforts.

9/14/11 The local committees referenced in Article XI, section 2 of this Agreement shall direct and prioritize their efforts as follows:

A. Identify and describe in writing those tasks currently performed by employees which the local committee feels place the employee in circumstances which are abnormally hazardous or dangerous (i.e. those tasks, the dangers or hazards of which are identifiably greater than the dangers or hazards inherent to the usual performance of a given job).

B. Communicate in writing to the highest level of management relative to the jurisdiction of the local committee, the committee report resulting from the above. If there is no agreement on the tasks qualifying under A. above, either party may submit this report.

C. The report referred to above shall include a recommendation as to the appropriate action to be taken to eliminate the abnormal hazards or dangers.

D. The report referred to above shall be made after an on-site inspection of the performance of the tasks has been accomplished by the local committee.

E. Subsequent to A.-D. above, the local Committee shall perform a job safety and health analysis on tasks, the inherent danger and hazards of which have resulted in the highest frequency of disabling injuries within the jurisdiction of the local Committee. The same analysis shall then be performed with regard to the frequency of potentially disabling injuries and then the frequency of minor injuries.

In this analysis, the local Committee shall consider injuries (disabling, potentially disabling, minor) resulting from and in the following order:

1. Employees struck by or against
2. Falls
3. Over exertion
4. Body reaction
5. Other

F. The job safety and health analysis referred to above means:

1. A determination of the tasks to be analyzed by studying past safety and health performance.

2. Identification of hazards and dangers and the potential accidents or illnesses which could result.

3. A determination of the ways to eliminate the accidents/hazards which could result.

G. The result of the individual job safety and health analysis shall be created in written form and shall be distributed to all employees performing the respective job within the jurisdiction of the local Committee.

H. Reports created in A.-G. above shall be forwarded to the Joint Committee.

I. Reports forwarded by the local Committees to management shall be answered in writing, indicating actions to be taken as a result of the report. In the event no action is to be taken, or action different than that recommended is to be taken, a written explanation shall be provided the local Committee.

9/14/12 The above section related to safety and health acknowledges a mutual commitment to the safety and health of all employees, the existence of mutual as well as separate obligations, responsibilities and prerogatives relative to safety and health of all employees and does not detract, alter or modify the rights and obligations of the parties recognized in other provisions of this Agreement.

9/14/13 The Joint Committee shall seek recommendations on areas of concern for employee health and safety training and facilitate such training efforts.

When such concerns have been identified, the Committee shall assist the employing unit(s) in the design and implementation of appropriate training programs. Implementation of such training programs will be dependent upon the availability of the training resources of the employing unit(s).

In order to accomplish this purpose, the Committee or subcommittees thereof shall hold meetings, as needed, at sites selected by the Committee to address health and safety issues of common interest. Resource persons may be utilized to assist the Employer in developing training programs designed to address local issues. Professional or technical assistance may also be used to develop or conduct such programs.

Locally provided training shall be evaluated by the Committee to determine its applicability to other facilities. The Committee shall make recommendations for adoption of such programs on a statewide basis.

The Committee may seek funding through grants or other sources to defray the cost of training.

The Committee will evaluate training programs in the area of health and safety and, where applicable, shall recommend their use for inter- or intra-agency applications.

SECTION 15: Data Sheets

9/15/1 The Employer upon contracting to purchase any chemical or substance containing hazardous material will request a material safety data sheet from the vendor.

SECTION 16: Joint Health and Safety Committee Report on Ergonomics

9/16/1 The Joint Health and Safety Committee report recommendations define optimum conditions for VDT-CRT use and shall be incorporated in purchasing/design guidelines for management's purchase or design of equipment and work areas. Each agency shall appoint an ergonomic coordinator who, with input from the local Union VDT and/or health and safety committees where they exist, shall be responsible for evaluating ergonomic conditions and assisting employees who experience problems relating to these issues. This Section is not subject to Article IV but may be a topic of labor-management meetings.

9/16/2 Ergonomic Coordinators' reports shall be made available to the Local Union, upon request.

SECTION 17: VDT/CRT Eye Examinations

9/17/1 Employees whose assigned duties require high VDT-CRT use [four (4) hours or more per day] are encouraged to have an eye examination. Employees who avail themselves of such examination will be reimbursed for one examination not covered by the present health insurance program during the life of the contract.

9/17/2 A pregnant employee assigned to high-use operation of VDT/CRT Equipment [four (4) hours or more per day] may request reassignment to alternative work within her employing unit. If this request is not granted, the employee may request and shall be granted up to three (3) months of maternity leave of absence without pay which will be in addition to the maternity leave under provisions of 13/8/4 of this Agreement.

9/17/3A Except where local agreements provide otherwise, employees whose assigned duties require VDT/CRT use of four (4) or more hours in a day shall be provided their fifteen (15) minute breaks and meal periods, where feasible, such that the VDT/CRT duties are not required for greater than two (2) hour periods. Where this scheduling is not feasible, relief to the employee after two (2) hours of continuous use may be provided by the performance of alternate tasks normally performed by the employee and not requiring the use of the VDT/CRT.

9/17/3B Eyeglasses: When medical verification for the necessity of special eyeglasses to work on the Employer's VDT/CRT equipment is provided, the Employer will provide the appropriate prescribed eyeglasses through state procurement for use by the employee in the performance of his/her duties when such duties include the high use of the VDT/CRT equipment as defined in 9/17/1. Management shall provide a status report to the employee within thirty (30) days of the employee's request for such glasses. Special eyeglasses are defined as glasses needed for VDT/CRT equipment use if the employee would not otherwise require the use of glasses or other vision correction; or eyeglasses required for work on VDT/CRT equipment which are different in prescription power or design from those which would be required to meet the other general daily vision needs of the employee. This provision may be exceeded by mutual agreement.

SECTION 18: Safety Eyewear

9/18/1 Where safety glasses are required by the Employer, the Employer will provide such glasses. In addition, if eye examinations for safety glasses are necessary, the Employer will pay the entire cost of one examination during the life of this contract.

9/18/2 Safety sunglasses will be provided by the Employer when medical verification for the necessity of such glasses is provided to the Employer or when mutually agreed to otherwise.

9/18/3 Correctional officers regularly assigned to transportation or towers and other employees regularly engaged in field work who are not required to have safety sunglasses may purchase them for job-related purposes, at cost, through state procurement.

SECTION 19: Weather Related Considerations

9/19/1 During periods of extreme weather, such as announced temperature advisories, the Employer will take reasonable steps to assure consideration of employee health and safety needs.

9/19/2 It is in the Employer's best interest to protect its employees from weather extremes. Foul weather gear (gloves, boots, coats, rain gear and hats) will be a topic of discussion at local labor management meetings.

SECTION 20: Violence in the Workplace

9/20/1 (AS, BC, ~~LE~~, PSS, T) The Employer and the Union agree that no employee should ever be subjected to violence or the threat of violence in the course of employment or as a consequence of said employment. It is the mutual obligation of the parties to counsel and educate employees and supervisors in methods of reducing and eliminating such violence.

9/20/2 (AS, T) In the event an employee perceives that s/he has been subjected to violence or the threat of violence in the course of, or as a consequence of their employment, s/he shall report the incident promptly in writing to the Joint Committee on Health and Safety, to the Local Union and to the designated agency representative.

ARTICLE X

HEARING OFFICER

10/0/1 The Personnel Commission may at its discretion appoint an impartial hearing officer to hear appeals from actions taken by the Employer under s. 111.91(2)(b) 1 and 2, Wis. Stats.

1. "Original appointments and promotions specifically including recruitment, examinations, certification, appointments, and policies with respect to probationary periods.

2. The job evaluation system specifically including position classification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications, and the determination of an incumbent's status resulting from position reallocations."

10/0/2 The hearing officer shall make a decision accompanied by findings of fact and conclusions of law. The decision shall be reviewed by the Personnel Commission on the record and either affirmed, modified or reversed. The Personnel Commission's action shall be subject to review pursuant to Ch. 227, Wis. Stats.

ARTICLE XI

MISCELLANEOUS

SECTION 1: Discrimination

11/1/1 Employees covered under this Agreement shall be covered by Subchapter II (State Fair Employment Act), Chapter 111, Wis. Stats., and have a discrimination-free environment assured for all protected purposes.

11/1/2 Employees covered by the Agreement shall be covered by s. 111.84, Wis. Stats., (State Employment Labor Relations Act).

11/1/3 There shall be no discrimination based on Union or non-Union affiliation.

11/1/4 The Employer and the Union agree that all State employees should be able to work in an environment free of sexual harassment and that no employee should be subject to sexual harassment. Sexual harassment, which may involve a person of either sex against a person of the opposite or same sex, undermines the integrity of the work place and should be eliminated. Sexual harassment in employment may consist of unwelcome sexual advances, requests for sexual favors or other forms of verbal or physical conduct of a sexual nature when:

A. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

B. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or;

C. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

11/1/5 In order to prevent and eliminate sexual harassment, the Employer shall take affirmative steps to help create a work place free of sexual harassment. The Employer shall fulfill its contractual obligations with regard to this section by:

A. including in the affirmative action plan a statement of the policy on preventing and eliminating sexual harassment and identifying available complaint procedure(s); and

B. distributing to all employees appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and avenues through which victims may seek assistance; and

C. briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action; and

D. posting a copy of Executive Order No. 63 on all Management bulletin boards; and

E. providing each Local Union with a copy of Executive Order No. 63 for posting on Union bulletin boards; and

F. appointing, in those departments which have or create committees to deal with sexual harassment, one employee of the department to such committees to represent all WSEU bargaining units. Such employee(s) shall be selected by Council 24.

G. (AS, BC, ~~LE~~, PSS, T) creating in each agency an internal process for acting upon claims of sexual harassment, with the goal of maintaining a sexual-harassment-free work environment.

11/1/6 (AS, BC, ~~LE~~, PSS, T) Any allegations of sexual harassment concerning supervisory personnel or co-employees shall be restricted to the remedies available under State and Federal Statutes. The grievance procedure in Article IV shall not be used to resolve any matters involving any allegations of sexual harassment. Employees who perceive that they have been subjected to sexual harassment are encouraged to report these incidents to designated agency representatives.

11/1/7 When an employee is being interviewed by an official investigator in regard to charges of sexual harassment that have been filed by said employee with said investigator's agency the employee's participation in said interview shall be without loss of pay.

11/1/8 An employee presenting a sexual harassment complaint to the Affirmative Action Officer of the Employer shall be entitled, at the employee's option, to the presence of his/her designated union representative

or any other member of the employee's employing unit selected by the employee. Any advocate so selected by the employee shall respect the confidentiality of the affirmative action process. The time spent by the employee and his/her advocate in presenting said complaint shall be without loss of pay. An advocate, who is also a WSEU designated union representative, must make a disclosure of any potential conflict of interest to the claimant, if he/she may also represent the accused prior to any such presentation meeting.

11/1/9 (AS, BC, ~~LE~~, PSS, T) Harassment Free Work Place

The Employer and the Union agree that all state employees should be able to work in an environment free of harassment and that no employee should be subject to harassment.

If an incident of alleged harassment not otherwise provided for occurs, the employee should consult his/her institution/agency's policies and procedures for instructions on how to proceed.

If work place harassment is alleged by an employee or the Employer, at the discretion of the employee, a Union representative will work with the appropriate Institution/Agency Office (e.g., Affirmative Action, Human Resources, Equity & Diversity, Employee Assistance Program, etc.) representative in an attempt to resolve the issue. (See Memorandum of Understanding #7 and Negotiating Note #56).

11/1/10 (AS, BC, ~~LE~~, PSS, T) Hostile Work Environment

It is mutually agreed that the Employer and the Union shall not tolerant conduct as defined and prohibited by s. 111.32(13) and 111.36(1)(b)(br), Wis. Stats. Both parties shall educate supervisors and employees in methods of eliminating and preventing such conduct.

11/1/11 Upon completion of any investigation involving allegations of sexual harassment, the Employer shall promptly notify both the accused and the accuser of the findings.

SECTION 2: Union-Management Meetings

11/2/1 (BC, SPS, T, ~~LE~~) The State agrees to continue the existing Union-Management meetings except that there will be only one Union-Management meeting for all areas of discussion as set forth below. Such meetings shall be held once every month unless mutually agreed otherwise.

11/2/2 (BC, SPS, T, ~~LE~~) Notwithstanding the above, the Employer agrees to continue the existing health and safety committees in those departments where such committees are presently operating.

11/2/3 (AS) There shall be Union-Management meetings for the areas of discussion set forth below. Such meetings shall be held once every month unless mutually agreed otherwise.

A. Local Union-Management meetings shall be held in each of the six regions of the Department of Health and Family Services subject to the provisions of this section. A maximum of three (3) bargaining unit Department of Health and Family Services employees shall be in pay status not to exceed eight (8) hours each per meeting to represent the administrative support employees of all divisional employing units (excluding institutions) in each region.

B. Administrative support employees at the institutions shall continue to attend the existing local Union-Management meetings. The provisions of A. above shall not apply.

11/2/4 Where health and safety committees exist, there shall be a minimum of four (4) health and safety committee meetings per year for each agency unless mutually agreed upon otherwise, and that a representative, designated by the local Union president, from each affected bargaining unit shall attend without loss of pay.

11/2/4A Health and safety issues shall be considered at the regular Union-Management meetings a minimum of four (4) times per year unless mutually agreed upon otherwise.

11/2/5 (BC, AS, SPS, T, ~~LE~~) All other aspects of the aforementioned meetings, including time and location, shall be determined by the local Union and local Management.

11/2/6 (BC, SPS, T, ~~LE~~) In those departments where there are no existing Union-Management meetings being held, both the necessity and frequency of such meetings shall be determined by the local Union and local Management. If such meetings are held, they shall be in accordance with paragraphs 11/2/1 and 11/2/10.

11/2/7 (PSS) The State agrees to hold Union-Management meetings as set forth below:

A. Department of Workforce Development. Once each month (the monthly meeting may be waived only by mutual agreement) the designated representative(s) of the Employer will meet with the designated Union representative(s) not to exceed a total of seven (7) bargaining unit employees. The meetings will be held

at a mutually agreed upon time in an appropriate Madison location. Any change in location must be mutually agreed upon.

B. Department of Health and Family Services

1. Once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of the Employer will meet with the designated Union representative(s), not to exceed a total of seven (7) bargaining unit employees. The meetings will be held at a mutually agreed upon time in the appropriate Madison State Office Building. Any change in location must be mutually agreed upon.

2. For the Bureau of Milwaukee Child Welfare, once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of the Employer will meet with the designated Union representative(s), not to exceed a total of eight (8) bargaining unit employees, and not to exceed a total of one (1) employee from each of the five (5) sites and the intake unit.

C. Department of Corrections

Once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of the Department of Corrections will meet with the designated Union representative(s), not to exceed a total of eight (8) bargaining unit employees. The meetings will be held at a mutually agreed upon time in the appropriate Madison State Office Building. Any change in location must be mutually agreed upon.

D. All Other State Departments

1. Union-Management meetings for all other state departments will be by employing unit. For those employing units with ten (10) or more bargaining unit employees, Union-Management meetings will be on a quarterly basis, providing the Union submits a written agenda at least five (5) days prior to the proposed meeting. A total of up to three (3) bargaining unit employees may attend these quarterly meetings.

2. For those employing units with less than ten (10) bargaining unit employees, both the necessity and frequency of Union-Management meetings shall be determined by mutual agreement between the Union and local Management. If such meetings are held, up to three (3) bargaining unit employees may be in attendance.

11/2/8 Agenda

Items to be included on the agenda for the aforementioned Union-Management meetings are to be submitted at least five (5) days in advance of the scheduled dates of the meeting if at all possible. The purpose of each meeting shall be to:

- A. Discuss the administration of the Agreement.
- B. Disseminate general information of interest to the parties.
- C. **(BC, SPS, T, PSS)** Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining units.
- D. **(AS)** Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit, including day care and dependent care. To discuss and attempt to resolve issues including those referred to local labor/management meetings from the Master Bargaining Agreement.
- E. Consider recommendations of the Health and Safety Committee on matters relating to the bargaining unit employees in the departments.
- F. Notify the Union of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit. Failure of the Employer to provide such information shall not prevent the Employer from making any such changes.
- G. Discuss policies and programs affecting employees and clients. However, failure of the Employer to discuss changes in policies or programs prior to implementation or to adopt Union suggestions shall not prevent the Employer from making any changes.
- H. Whenever the Employer decides to reorganize any state agency or subdivision thereof which affects fifty (50) or more employees in a bureau or employing unit, the Union shall be given thirty (30) days advance notice whenever practicable and an opportunity to discuss and confer with the Employer regarding that reorganization and its impact and effect on employees in the bargaining units.

I. **(BC, AS, T)** Negotiate hours of work, work schedules and overtime assignments. In the event no agreement is reached, either party may appeal to arbitration pursuant to the procedures of Article IV, Section 2, Step Three except that the decision of the arbitrator shall be advisory. If the advisory award is not implemented by local management, a representative of the department, a representative of the ~~Department of Employment Relations~~ OSER, and a representative of the Wisconsin State Employees Union, District Council 24, will meet to discuss the implementation of the award.

J. **(SPS, ~~LE~~)** Negotiate hours of work, work schedules, overtime assignments and the procedures for the administrative investigation of citizen complaints. In the event no agreement is reached, either party may appeal to arbitration pursuant to the procedures of Article IV, Section 2, Step Three except that the decision of the arbitrator shall be advisory. If the advisory award is not implemented by local management, a representative of the department, a representative of the ~~Department of Employment Relations~~ OSER, and a representative of the Wisconsin State Employees Union, District Council 24, will meet to discuss the implementation of the award.

K. In the event VDT - CRT equipment is to be installed, the Employer shall notify the appropriate local Unions of the intent to install such equipment. Whenever possible, such notice will be given to the local Union at least thirty (30) days prior to the lease, purchase or acquisition of such equipment.

L. **(AS)** VDT-CRT concerns may be discussed, as either party desires, at local Union-Management meetings. When the agenda for local Union-Management meetings includes such concerns adequate time shall be allotted for such discussion. The following subjects may be discussed:

1. lighting,
2. vision care and examinations,
3. noise,
4. chairs,
5. desks,
6. footrests,
7. adjustable terminals and keyboards,
8. work environment design (wall cover, carpet, windows),
9. room temperature,
10. training.

M. Decisions to institute major technological changes or significantly downsize an employing unit may be discussed at local Union-Management meetings.

When the Employer decides to make major technological changes directly affecting ten (10) or more employees in the bargaining units, the Employer will provide advance notice, ninety (90) days in advance if possible, to the Union. The following subjects may be discussed:

1. implementation plans,
2. new equipment installation,
3. transition plans,
4. training or retraining, and
5. placement of any displaced employees.

As mutually agreed, attendance at the Union-Management meetings discussing these subjects may be expanded to include a reasonable number of employees from affected organizational subunits not recognized as employing units for the purpose of Union-Management meetings. Such employees shall attend without loss of pay.

N. Discuss child/elder/dependent care issues including establishment of on-site centers.

O. Where meals are not currently being provided, meals (without charge) for employees held over to work four (4) or more additional hours will be discussed locally.

P. Discuss the administration of the Worker's Compensation law, specifically denials of benefits at the agency or lower level.

~~Q. (LE State Patrol only) Negotiate the issue of paid work time related to time spent in their cruiser in the process of going to sector, or coming from sector, from place of residence.~~

RQ. Discuss and exchange information on initiatives related to mass transit and van pooling.

SR. Discuss light duty issues.

TS. Overtime assignments shall be topic of local negotiations.

UT. Caseload issues shall be a topic of discussion at labor/management meetings.

VU. Overtime issues shall be a topic of local negotiations.

WV. (AS) Discuss and educate on layoff and the layoff process.

XW. (AS, BC, T) Discuss the use of surveillance cameras except those established in the course of a police investigation of possible criminal conduct.

11/2/9 Cost of Union-Management Meetings

A. (BC, AS, SPS, T, ~~LE~~) A maximum of three (3) bargaining unit employees shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment.

Notwithstanding the above, those departments which currently provide that five (5) or more employees will be in pay status at the Union-Management meetings and such departments do not have a Health and Safety Committee, a maximum of five (5) bargaining unit employees shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment. Under no circumstances will more than five (5) bargaining unit employees be in pay status at the Union-Management meetings.

B. (PSS) Cost of Meetings for Professional Social Services bargaining unit employees, in accordance with the limitations set forth in 11/2/7, shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment.

C. Two additional bargaining unit employees may attend these meetings in either non-pay status or by using paid leave time. Upon mutual agreement, more than two additional employees may attend these meetings as described directly above.

D. Any travel and subsistence expenses incurred shall be the sole responsibility of the employee.

E. Reasonable travel during an employee's regularly scheduled hours of employment shall be without loss of pay or benefits not to exceed their number of regularly scheduled shift hours for any one meeting which shall also include the time actually spent in the Union-Management meeting.

F. The Employer may allow employees to trade shifts or make other scheduling arrangements to attend Labor-Management meetings in pay status.

SECTION 3: Union-Management Meetings--Statewide

11/3/1 As mutually agreed, the ~~Secretary~~director of the ~~Department of Employment Relations~~OSER for the State of Wisconsin or his/her designee may meet with representatives of AFSCME Council 24. Discussions at these meetings shall include, but shall not be limited to, administration of this Agreement.

SECTION 4: Notice of Promotional Exams

11/4/1 The Employer shall post, on the appropriate bulletin board, notices of all promotional examinations for bargaining unit positions within the employing unit(s) involved and shall supply the Union with ten (10) copies of such notices. The parties agree the above notices are for informational purposes only.

11/4/2 (SPS, ~~LE~~) Security and Public Safety employees whose work site is their home and who file a written request to their department will have sent to them, by the Employer, notice of promotional opportunities which exist within the Security and Public Safety bargaining unit for their department. Such notices shall be for informational purposes only.

SECTION 5: Uniforms

11/5/1 The present practices pertaining to uniforms within each department shall be continued for the duration of this Agreement. In those locations where monetary allowances for uniforms are presently being provided, changes in the reimbursement rate shall be a subject for discussion and local negotiation pursuant to Article XI, Section 2.

11/5/2 (BC, AS, SPS, T, ~~LE~~) For the purposes of this Section, uniforms are defined as identically styled clothing uniquely related to the work place and not appropriate for personal or other outside use.

11/5/3 (BC, AS, SPS, T, ~~LE~~) If the Employer desires, additional uniforms may be required. If required, the uniforms shall be paid for or furnished by the Employer.

11/5/4 (SPS) With supervisory approval, Environmental Wardens may purchase two (2) sport coats/blazers and two (2) dress shirts or blouses at Employer expense during the first twelve months after initial appointment, or after contract implementation for employees beyond their first twelve months. Each fiscal year thereafter, if needed and with supervisory approval, Environmental Wardens may purchase one (1) replacement sport coat/blazer and one (1) dress shirt or blouse. The supervisor will establish a reasonable price based on availability and budgets.

SECTION 6: Damaged Personal Property

11/6/1 The Employer agrees to pay the cost of repairing eye glasses, watches, medically prescribed prosthetic devices (such as artificial limbs, dentures and hearing aids) or articles of clothing damaged in the line of duty. Such reimbursement provision shall not apply to items where the replacement value or repair cost is ten dollars (\$10.00) or less.

11/6/2 If the above articles are damaged beyond repair, the Employer agrees to pay the actual value of such articles as determined by the Employer. The reimbursement for damaged watches will not exceed seventy five dollars (\$75) per watch.

11/6/3 The value of such articles shall be determined at the time damage occurs and articles damaged beyond repair shall be inspected by the supervisor authorizing the replacement value of the article.

11/6/4 The employee may file a claim with the State of Wisconsin Claims Board, attached to the Department of Administration, for lost, stolen or damaged personal property.

SECTION 7: Work Rules

11/7/1 The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. The reasonableness of the newly established work rule(s) or amendment(s) to existing work rule(s) may be grieved beginning at the 2nd step of the grievance procedure.

11/7/2 For purposes of this Article, work rules are defined as and limited to:

“Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees as it affects their employment except that the Employer may enforce these rules outside the normal work hours when the conduct of the employee would prejudice the interest of the State as an Employer.”

11/7/3 It is understood that records of work rule violations which did not involve criminal violations will be removed from the employee's personnel file(s) if there are no other violations within twelve (12) months after the violation.

11/7/4 Work rules are to be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules, which includes both the application and interpretation, may be challenged through the grievance procedure contained in this Agreement.

11/7/5 New or revised written policies that reference disciplinary consequences for failure to comply with the policies will be provided to the union at the same time that they are distributed to affected employees.

SECTION 8: Inclement Weather

FLSA NON-EXEMPT EMPLOYEES

11/8/1 Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make-up for lost time during the current work week (including Saturdays if the employee's work unit is in operation) as scheduled by the Employer. Makeup shall be at the regular rate of pay. Where situations described above occur on the last day of the work week and the Employer cannot schedule the employee for make-up time, the employee may elect to use vacation, personal holiday, compensatory time off or leave without pay. If the employee elects leave without pay, there shall be no proration of benefits.

11/8/2 When the Employer approves employee requests not to report for work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, holiday or compensatory time credits or leave without pay or the

employee may make-up time lost on that day, as the employee requests. Makeup shall be at the regular rate of pay, scheduled by the Employer, and shall be worked during the work week in which the emergency situation occurs (including Saturdays if the employee's work unit is in operation). If the employee elects leave without pay, there shall be no proration of benefits.

FLSA EXEMPT EMPLOYEES

11/8/3 Employees who report late to work after having made an earnest effort to report to work because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make-up for lost time during the current or next pay period as scheduled by the Employer. Make-up shall be at the regular rate of pay.

11/8/4 When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time credits or the employee may make-up time lost on the day, as the employee requests. Make-up shall be at the regular rate of pay as scheduled by the Employer and shall be worked during the pay period in which the emergency situation occurs or the subsequent pay period.

ALL EMPLOYEES

11/8/5 When an employee is making up time under the provisions of this section, the employee will receive the applicable differentials which are appropriate for those hours actually worked to make-up the time.

11/8/6 When the agency head (or their authorized designee(s)) directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations, the employee will be compensated at the employee's base rate of pay plus any applicable differentials for those hours which he/she had been scheduled to work for that day. If there is a power or equipment failure, the Employer will provide alternate work, if possible, prior to directing the employee(s) to leave work. Each agency will be responsible for identifying those management positions which have the authority to send employees home or not to report to work under this provision. Any questions on who has this authority should be directed to the employee's immediate supervisor.

11/8/7 Starting of automobiles during cold weather will be a subject of local negotiations.

SECTION 9: Distribution of Pay Checks

11/9/1 The Employer agrees to continue its present departmental practices relating to the distribution of pay checks. Pay checks will be distributed in a confidential manner. All pay checks that are mailed will be mailed first class. When a regular payday falls on a holiday (including bank holidays) the Employer will distribute and date pay checks the day before the holiday.

SECTION 10: Commercial Drivers Licenses and School Bus Endorsements (CDL/SBE)

11/10/1 The Employer shall pay the cost of any CDL/SBE, including the initial exam(s), for employees who are required to operate a motor vehicle when the possession of such license was not a condition of employment prior to appointment or promotion. Employees shall be allowed time off without loss of pay to take the initial written and driving skills test.

Employees who are unable to pass the initial written test will be allowed to attend, without loss of pay, training designed to assist the employee in passing the written test. If such training is not provided by the Employer, the employee will be allowed to attend one (1) such Employer-approved training program without loss of pay. The employee will be reimbursed for program costs upon passing the written test.

11/10/2 The Employer shall pay for renewal fees for all CDL/SBE in excess of class D (regular driver license) fees. This applies to CDL/SBEs required by the Employer, regardless of whether they were a prior condition of employment.

11/10/3 The Employer shall pay the cost of any CDL/SBE, including the initial exam(s), for employees who are required to operate a motor vehicle when the possession of such license was not a condition of employment prior to appointment or promotion. Employees shall be allowed time off without loss of pay to take the initial written and driving skills test.

Employees who are unable to pass the written test will be allowed to attend, without loss of pay, training designed to assist the employee in passing the written test. If such training is not provided by the Employer, the employee will be allowed to attend one (1) such Employer-approved training program without loss of pay. The employee will be reimbursed for program costs upon passing the written test.

11/10/4 In the event an employee who has a job requirement to maintain a Commercial Drivers' License (CDL) and has a loss of CDL privileges for sixty (60) days or less because of an off-duty event, the Employer will assist the employee with the following:

A. For up to a 60 day revocation of the CDL, the Employer will attempt to find alternative duties for the employee to perform;

B. If no alternative duties are available, the Employer will attempt to assign the employee to a position for which the employee is qualified that does not require a CDL;

C. If there are no alternative duties or vacancies available, the Employer will allow the employee to use earned, paid annual leave time or accrued compensatory time for up to 60 days;

D. If there are no alternative duties or vacancies available, and the employee has no earned, paid leave time or accrued compensatory time available, the Employer will approve a leave of absence without pay for up to 60 days.

E. At the sole discretion of the Employer options A-D above may be extended to an employee whose CDL privileges have been lost for more than 60 days.

An employee may only exercise these provisions once every three years.

SECTION 11: Advisory Training Committee

11/11/1 A joint Management-Union Advisory Training Committee may be established when impending layoffs are verified. This Committee will consist of three (3) members of management (two of which are Departmental representatives) and the third member as designated by the ~~Secretary~~director of the ~~Department of Employment Relations~~OSER, and three (3) members representing the Union designated by AFSCME, Council 24, Wisconsin State Employees Union. Either party may substitute membership depending on the nature and location of the layoff.

11/11/2 The Committee will review the capabilities of the affected employees, departmental needs, suggest jobs for which training may be appropriate, and recommend training programs to the affected departments. Union members will receive time off without loss of pay for attendance at such meetings.

SECTION 12: Training and Education

11/12/1 (BC, AS, SPS, T, ~~LE~~) In-Service-Training

When an employee's attendance at job related educational activities is directed by the Employer, such attendance, including travel time, will be without loss of pay and at the Employer's expense. Job related educational activities are those activities which aid the employee to acquire, improve or update a skill which is needed in her/his current position and necessary to acceptable job performance.

11/12/2 (BC, AS, SPS, T, ~~LE~~) Meetings

When requested, the Employer will make a reasonable effort to grant two (2) days each fiscal year at the Employer's discretion to attend meetings, conventions, certification exams, institute seminars or workshops related to the advancement of the employee's job or career development. Such time off may be without loss of pay as determined by the Employer. In making such determination, the Employer shall take into consideration the type of function attended and the purpose of attendance. Travel expenses may also be paid to the employee at the discretion of the Employer. When such absences are approved by the Employer without pay, the time off may be charged to leave of absence without pay, vacation credits, or holiday credits as the employee may elect.

11/12/3 (BC, AS, SPS, T, ~~LE~~) Educational Leaves of Absence

Employees covered by this Agreement shall be granted a full-time educational leave of absence without pay for a specific period of time up to one (1) year. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Such employee may return early from such a leave upon approval by the Employer. The Employer may grant a leave of absence in accordance with 13/8/1.

11/12/4 (BC, AS, SPS, T, ~~LE~~) The Employer shall grant the employee's request for an educational leave of absence. However, the effective date of such leave of absence may be delayed because of certain factors such as the following:

- A. Operational needs of a department.
- B. Number of employees availing or scheduled to avail themselves of educational leaves.
- C. Availability of qualified replacements.
- D. Adequate advanced notice from the employee.

11/12/5 (BC, AS, SPS, T, ~~LE~~) The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reasons for the denial.

11/12/5A (BC, AS, SPS, T, ~~LE~~) The Employer may grant time off without pay for a specific period of time for educational purposes in the state higher educational system, state private accredited higher educational system, or area technical college system. If the time off is approved, the employee will notify his/her supervisor in advance of course registration in order to arrange for scheduling of hours to meet operational needs.

11/12/6 (BC, AS, SPS, T, ~~LE~~) Career-Related Education

The Employer shall allow for a system of career related education at the request of the employee on the following basis:

When admitted in an educational program in the State Higher Educational System, State Private Accredited Higher Educational System or Area Technical College System, an employee shall be granted time off without pay, including a reasonable amount of travel time, to take career related educational courses up to but not exceeding fifteen (15) semester hours [not to exceed six (6) semester hours per semester or three (3) semester hours per summer session] for the duration of this Agreement. Seventy five percent (75%) of tuition costs and fees will be reimbursed by the Employer, to the employee, if still employed, upon successful completion of approved courses. Prior to commencement of any career-related courses, the employee shall seek and receive advance authorization from his/her supervisor and from the appointing authority for enrollment in career related courses. After such written approval has been received from the appointing authority or his/her designee, such approval will not be rescinded except for unanticipated emergencies. Career related training and educational activities are those that aid an employee in progressing to any class or class series within the bargaining unit within the agency or for lateral movement to a position in a counterpart pay range within the

agency. For the following departments, independent agencies and constitutional offices, career related training and educational activities are those that aid an employee in progressing to any class or class series within the bargaining unit within State Service.

- A. All independent agencies
- B. All constitutional offices
- C. Military Affairs
- D. Regulation and Licensing
- E. Department of Commerce
- F. Employment Relations

For purposes of operational needs and program continuity, management reserves the right to limit the number of bargaining unit members in any given work unit availing themselves of the above provision at any given time.

11/12/7 Required Training (T)

The Employer agrees to allow time off, without loss of pay, for continuing education to meet and maintain licensure for Certified Occupational Therapy Assistants (COTA) and Physical Therapy Assistants (PTA). Time for such certification will be without loss of pay for each year of the contract.

11/12/8 (BC, AS, SPS, T, ~~LE~~) The provisions of this section represent the minimum standards for in-service training, meetings, educational leaves of absence and career related education as provided in said section. Heads of departments and chancellors of the University of Wisconsin System which choose to exceed these standards may do so. This is an appropriate subject of discussion for Union-Management meetings. The Employer will consider implementing programs which exceed the standards based on these decisions.

11/12/9 (AS, BC) The Union and the Employer will discuss, explore and develop methods to counsel and educate employees as to resources available to enhance promotability for advancement within state service, as provided in 11/2/8.

SECTION 13: Professional Development for Social Services Unit

11/13/1 (PSS) Employer Directed Training

When an employee's attendance at either on-site or off-site training sessions is directed by the Employer, such attendance, including travel time, shall be without loss of pay and at the Employer's expense.

11/13/2 (PSS) Professional Meetings

An employee shall be granted thirty two (32) hours without loss of pay each fiscal year at the employee's discretion, regardless of sponsorship, to attend professional meetings, conventions, certification exams, institute seminars, continuing education, or work shops related to the advancement of the employee's professional development. At the sole discretion of the Employer, travel expenses may also be paid to the employee and additional time off, with or without loss of pay, may be granted for the purposes mentioned above.

11/13/3 (PSS) Educational Leave-of-Absence. Employees covered by this Agreement shall be granted a full-time educational leave-of-absence without pay. Full time student status shall be determined by the established requirements of the educational institution. Such leaves shall be granted for career related professional development and educational purposes only. The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reasons for the denial. Such employee may return early from such a leave upon approval by the Employer.

11/13/4 (PSS) On-Going Education . In order to provide for career related professional advancement, the Employer shall provide for a system of ongoing education at the request of the employee on the following basis:

11/13/5 (PSS) When enrolled in an educational program in the State Higher Education System, the employee may carry a seventy percent (70%) work load at seventy percent (70%) of pay and benefits. If an employee is enrolled in an educational program in the State Higher Education System and the employee is carrying seventy percent (70%) work load at seventy percent (70%) of pay and benefits, the Employer shall reimburse the employee for seventy-five percent (75%) of tuition and books.

11/13/6 (PSS) When enrolled in an educational program in the State Higher Educational System, an employee shall be granted the time, including a reasonable amount of travel time, to take career related educational courses up to but not exceeding fifteen (15) semester hours [not to exceed six (6) semester hours per semester or three (3) semester hours per summer session] for the duration of this Agreement. The Employer may at its discretion allow time off with or without pay for non-career related educational purposes.

11/13/7 (PSS) The provisions of paragraphs 11/13/5, 11/13/6 and 11/13/7 apply only to those cases where the courses are held and conducted within the physical boundaries of the State of Wisconsin.

11/13/8 (PSS) Notice of Reorganization. Whenever the Employer decides to reorganize any state agency or subdivision thereof, the Union shall be given thirty (30) days advance notice and an opportunity to discuss and confer with the Employer regarding that reorganization and its impact and effect on employees in the bargaining units.

SECTION 14: Personnel Files

11/14/1 An employee shall, upon written request to his/her agency or department, within a reasonable time, have an opportunity to review his/her personnel file(s) in the presence of a designated management representative during the employee's regular scheduled hours of employment without loss of pay. A Union representative may accompany the employee when reviewing his/her personnel file(s). Alternatively, an individual employee may authorize a designated grievance representative or an AFSCME Council 24 field representative to review the employee's personnel file(s) on the employee's behalf in the presence of a designated management representative. Such authorization must be in writing, must specifically identify the representative authorized to review the file(s) and must be provided to the agency or department within a reasonable time prior to the review of the file(s). However, neither employees nor their authorized representatives shall be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

11/14/2 A copy of any material placed in an employee's file(s) which may affect his/her present job performance evaluation shall be immediately presented to the employee involved.

11/14/3 All work rule violations which did not involve criminal violations will be immediately removed from the employee's official personnel file(s) as stated in 11/7/3 (work rules). When these work rule violations are removed from a personnel file at the request of the employee said material will be given or sent to the employee. When the employee's work location is different than the location of the personnel file the request for removal shall be in writing.

~~**11/14/4 (LE)** It is understood performance (incident) reports will be removed upon an employee's request from personnel file(s) after the current year and one full calendar year following the date of the incident. Labor and~~

~~management may continue to discuss performance reports locally to arrive at an agreement different than that stated above.~~

Section 15: Contracting Out

11/15/1 When a decision is made by the Employer, pursuant to the provisions of ss. 16.705 Wis. Stats., Chapter Adm 10, Wis. Admin. Code, or any other relevant statutes relating to state contracting or as these may be amended, to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a notification and discussion with the Union at the time of the Request for Purchase Authority (RPA) or prior to an official sealed bid or request for proposal (RFP), but not less than thirty (30) days in advance of the implementation. For contracts under s. 84.01(13), Wis. Stats., the Employer will provide a biennial report of contracts in the spring prior to a new biennium. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause the separation from state service of the bargaining unit employees within the employing unit who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child-caring institutions, and services under s. 46.036, Wis. Stats.). If the employee is involuntarily transferred or reassigned as the result of contracting or subcontracting out, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay. When the Employer determines that an employee(s) will be involuntarily transferred, due to contracting out, a notice of this action will be given to the employee(s) and the Union, prior to implementation. Where possible, fourteen (14) days notice will be given. The Employer also will make an effort to notify the employee and Union of a permanent reassignment due to contracting out. [Sections 11/15/1, 2 and 3 do not apply to procurements of services of other items that are not contractual services or to any contracts under ss. 16.75(2)(b), 16.87 or 84.01(13), Wis. Stats., because contracts under these statutes are exceptions to Chapter Adm 10, Wis. Admin. Code.]

11/15/2 In order to provide full information to the Union, including reasons for contracting, the justification required in Chapter Adm 10, Wis. Admin. Code, or as amended, must be included, along with the required notice to the Union at the time of the Request for Purchase Authorization (RPA).

The justification in Chapter Adm 10, Wis. Admin. Code, under contracting out, requires the following information:

A. A reference to the federal law or regulation or state law which requires or authorizes the procurement of the contractual services;

B. A description of the services to be performed, a list of any items to be delivered, complete timetables, and any other specific conditions to be required of the contractor;

C. (AS, BC, SPS, T) A statement showing why the services can be performed more economically or efficiently by contract rather than by current state employees or by hiring permanent, project, or limited term employees. The consideration of costs shall include, but not be limited to, cost of salaries, fringe benefits, training and unemployment compensation benefits;

D. A statement showing why the proposed procurement is in compliance with applicable state collective bargaining Agreements and that the labor organization or organizations representing the appropriate certified collective bargaining unit or units have been notified of the proposed procurement;

E. A statement showing why it is not possible to have the services performed by another state agency; and

F. A statement indicating that competitive bidding will be used or why competitive bidding cannot be used and the justification for using the proposed alternative.

11/15/3 The Employer agrees to notify the Union upon issuance of the letter of intent to award a contract. Such notice shall be made to the Union within the five (5) working days, as specified in s. Adm 10.15(1), Wis. Admin. Code. Actually it is a union five day right to protest in the administrative code.

SECTION 16: Liability Protection

11/16/1 The employees of these bargaining units are covered by the provisions of s. 895.46, Wis. Stats.

SECTION 17: P.E.O.P.L.E. Deductions

11/17/1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union the Employer will deduct from the pay to such employees those P.E.O.P.L.E. contributions authorized by the employee.

11/17/2 Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

11/17/3 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

SECTION 18: Affirmative Action

11/18/1 The Union recognizes that the Employer is actively engaged in an affirmative action program, fully supports the concepts of such a program and will assist in any way possible in the meeting of the objectives of such a program in order to promote and encourage the full utilization of human resources in state service. The Employer agrees to provide Council 24 with sixty (60) copies of the "Wisconsin State Government Affirmative Action Plan Versus Performance Report" whenever said report is issued. Similar performance reports on Affirmative Action programs for the University of Wisconsin System shall also be provided to Council 24 for distribution to the local unions on the campuses. At the written request of the local Union, the appointing authority or his/her designee shall furnish a copy of the agency or department affirmative action plan, performance report, or relevant and readily available affirmative action information, the release of which is not prohibited by state or federal law, within five (5) working days, if possible, to the local Union. In those departments which have or create affirmative action committees, such information shall be a topic for

discussion. In those departments which do not have or create an affirmative action committee, such information shall be a topic of Union-Management meetings.

11/18/2 In those departments which have or create affirmative action committees, the WSEU shall appoint two (2) employees of the department to each of the committees to represent all WSEU bargaining units without loss of pay. One additional person without loss of pay may be added to the committee by mutual consent.

SECTION 19: Blood Donations

11/19/1 The Employer agrees to continue the current practices on the release of employees for blood donation provided there is the continued availability of blood donation equipment. In those instances where on-site blood donation equipment is not available any arrangements for donating blood may be discussed at local Union-Management Meetings. Employees who donate blood shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit.

11/19/2 Employees who donate blood for the purpose of pheresis donations will be released from work and continued in pay status during their scheduled hours of work for the time needed to make said donation.

SECTION 20: Employing Unit Designations

11/20/1 Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable, and an opportunity to discuss and confer with the Administrator, Division of Merit Recruitment and Selection, and the head of the agency(ies) involved or their designee(s) regarding such change in employing unit(s).

SECTION 21: Employee Assistance

11/21/1 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The Employer and the Union will, therefore, aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary. Whenever possible, resources for treatment/assistance shall be made known by the Employer and/or the Union.

Where the department-appointed EAP coordinator is in the employee's immediate chain of command, the employee may seek assistance from another coordinator outside his/her chain of command. Employees and EAP coordinators will be permitted a reasonable amount of time, without loss of pay, to confer about employee assistance referral services. The Employer agrees it will endeavor to appoint volunteer EAP resource coordinators on all shifts. If an employee feels he/she is in need of immediate employee assistance and no resource coordinator is available on his/her shift, the employee will be permitted to contact an off-duty resource coordinator by telephone for the purpose of immediate consultation and assistance.

The Employer will include information on employee assistance programs as part of its orientation program for employees. Annually, each department shall provide its employees with a listing of department employee assistance coordinators and available resources.

11/21/2 Where the Employer becomes aware that an employee has personal problems adversely affecting his/her work performance and/or attendance the Employer will notify the Union. The parties will attempt to resolve the problem with the employee.

11/21/3 Such notification and subsequent involvement, if any, of the parties to this Agreement will in no way detract, alter, or modify the rights and obligations of the parties recognized in other provisions of this Agreement. Employee participation in the Employee Assistance Programs will not be the basis for discipline. An employee, however, will not be immune from discipline for work rule violations while participating in such programs.

11/21/4 The Employer encourages the establishment of department-wide or employing unit Employee Assistance Advisory Committee(s). Where such committees are formed or currently exist, the Union may designate one representative to serve on such committee(s) without loss of pay.

SECTION 22: Child Care

11/22/1 Upon request of the local Union, the Employer will make available to employees, information and material related to child care and family issues. This information will be placed in a centralized, clearly designated area.

11/22/2 The Union may appoint one member to represent all WSEU bargaining units to each existing and/or new on-site child care committee. In the event that the on-site child care committee covers two or more employing units covered by two or more different locals, the locals may appoint one additional member to the committee for a maximum of a total of two (2) employee members. Participation in these committees shall be without loss of pay.

SECTION 23: Employees' Organizational Activities for Professional Social Services Unit

11/23/1 The Employer shall permit the employee organizational activities on the Employer's premises and the use of the Employer's facilities. Use of such facilities including the use of meeting rooms shall not take place during normal working hours and shall be on the same fee basis as is permitted other organizations.

SECTION 24: Whistleblower

11/24/1 The Employer agrees to abide by the provisions of Subchapter III of Chapter 230 regarding employee protection on disclosure of information, commonly known as the "whistleblower" law.

SECTION 25: Committees

11/25/1 Quality Committees: Where the Employer creates or has created one or more quality committees, the members of such committees shall be appointed and serve at the discretion of the Employer, except that one member of each such committee shall be a represented employee designated by the Union from the affected work area(s) and shall serve without loss of pay. Such committee(s) are those which meet on a regular basis for the purpose of identifying, analyzing, and recommending solutions to employee/Employer concerns about the work product of the affected work area. Topics of discussion in quality committees as identified in this paragraph do not include discussion topics mandated under the Master Agreement or Ch. 111.80, Wis. Stats.

11/25/2 Other Committees: Where the Employer creates other committee(s) that meet on a regular basis, with represented employees on it, and the subject of the committee(s) has a direct affect on WSEU employees, the members of such committee(s) shall be appointed and serve at the discretion of the Employer, except that one (1) member from each affected bargaining unit shall be designated by the local union, and serve without loss of pay. Topics of discussion in these committee(s) will not include topics mandated under the Master Agreement, or Chapter 111.80, Wis. Stats., but may include identifying, analyzing and recommending changes or solutions to employee/Employer concerns about the work product or the affected work area.

SECTION 26: Arrest/Conviction Record

11/26/1 The pre-employment arrest/conviction record of a current bargaining unit employee with permanent status shall not be used by the Employer as a basis for removing the employee from his/her existing position or disallowing movement to another position unless the Employer can demonstrate that the employee falsified or withheld information or there is a substantial relationship between the arrest/conviction and the circumstances of the employee's existing position or the position to which the employee requests to move that is detrimental to the Employer.

SECTION 27: Nurse Aide Registration

11/27/1 (T) At State institutions where nurse aide registration is required, the Employer will recognize employees as eligible to perform the duties of an aide who have been grandfathered or have completed a program that has been deemed by the Division of Health.

11/27/2 (T) At State institutions where registration is required, and the institution's training program is not deemed by the Division of Health, employees who are not placed on the registry will be afforded the opportunity to receive training to qualify for placement on the registry. If such training is not provided by the Employer, employees will be reimbursed after satisfactory completion for appropriate training from accredited sources.

11/27/3 (T) In the event an employee is unable to initially qualify for the registry, the Employer will make an effort to place the employee in a position for which the employee is qualified. If that position is at a pay level less than the employee is presently receiving, the employee's pay rate will be red-circled.

11/27/4 (T) Fees connected with placement on the registry will be paid by the Employer.

SECTION 28: Operational Need

11/28/1 Definition of Operational Need

Operational need means the needs of the agency that are reasonable perceived by management as necessary for the effective, efficient and safe performance of the agency's mission at any point in time or at any location.

11/28/2 If deviation from the normal shift is made due to operational needs, the Employer will provide an explanation to the employee or Union representative upon request.